

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT**, herein referred to as “**METRO GOVERNMENT**”, and **ENTRAN, PLC**, with offices located at 11492 Bluegrass Parkway, Suite 101, Louisville, Kentucky 40299, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government and Consultant entered into an agreement with respect to a study to inform an expected future master-planning process in the Park Hill Industrial Corridor and serve as a basis for a transportation component of the comprehensive plan for the area; and

WHEREAS, the parties wish to amend the Agreement by adding to its scope of services, increasing its duration and its not to exceed amount;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Section I, Scope of Professional Services, Subsections D and E are hereby amended in their entirety to read as follows:

1. Conduct a study to inform an expected future master-planning process in the Park Hill Industrial Corridor and serve as a basis for a transportation component of the comprehensive plan for the area. The study area is the Park Hill Industrial Corridor: an area between Broadway (North), Algonquin Parkway/Winkler Av. (South), 22nd Street (West) and 8th/6th/3rd St. (East). The study will examine industrial freight traffic patterns, accessibility of places of employment for residents of the surrounding neighborhoods, and the compatibility of current transportation patterns with viable commercial uses along the major thoroughfares and on the main intersections.

2. **Tasks**
The study will address the following tasks:
 - Identify and analyze existing transportation patterns in the study area (25%)
 - Develop alternative scenarios that address the transportation needs and access to the study area (30%)
 - Assess the effectiveness and feasibility of implementing each scenario (30%)
 - Formulate recommendations; document the process/results of the study (15%)

3. **Required Element**
Survey of businesses inside and outside the study area to examine the impact of transportation infrastructure in the Park Hill Industrial Corridor on business location decisions within Louisville Metro.

4. **Scope of Work, Park Hill Study, Phase II**
 - a. This study is a Phase II extension of the Park Hill Industrial Corridor Short-term transportation study funded under 2006 Agreement between KIPDA and METRO GOVERNMENT. The study has 3 objectives. The first objective is to extend the 2006 Park Hill short term study. As Phase I study deals primarily with the industrial freight traffic patterns, the Phase II will address private and public transit issues: accessibility of places of employment to workers, parking, area's public transportation level of service, pedestrian and bicycle mobility needs, and similar topics. The second objective is to prepare a draft of the Master Plan's Transportation/Mobility Element. The draft will integrate the findings of the Phase I and Phase II of the study and present them in the format suitable for the master planning process and conforming to the Louisville Metro Code of Ordinances. The third objective of this study is to conduct a public participation process. Under this task, the stakeholders (area residents, businesses, property owners, public and non-profit sector representatives, etc.) will be engaged in the planning process and their feedback integrated into the draft Transportation/Mobility Element. The public participation process should conform to the requirements of the Louisville Metro Code of Ordinances.
 - b. *Tasks*
 1. Task 1 (60%). Extend the 2006 Park Hill Industrial Corridor Transportation Study to address public and private transit needs beyond the focus of the Phase I.
 - further identify and analyze existing transportation patterns in the study area (15%);
 - develop alternative scenarios that address the transportation needs of the study area (20%);
 - assess the effectiveness and feasibility of implementing each scenario (20%);
 - formulate recommendations and document the process and results of the study (5%).

2. Task 2 (40%). Prepare the Draft Transportation/Mobility Element for the Park Hill Industrial Corridor Master Plan.

- collect and process public input on the current conditions' analysis, and the alternative scenarios, as presented in Phase I and Phase II of the Park Hill Study (15%);
- prepare a draft of the Transportation/Mobility Element for the Park Hill Industrial Corridor Master Plan (25%).

3. *Deliverables:*

- a) Final report presenting the results of the Phase II Study;
- b) Draft Transportation/Mobility Element of the Park Hill Industrial Corridor Master Plan.

E. The work product or deliverables of Consultant shall include but not be limited to the following:

1) Park Hill Industrial Corridor Transportation Study Final Report: A final study report will have a summary of the existing traffic and capacity conditions, the result of an analysis of current and future traffic and capacities, alternatives for better access to the interstate highways, and planning-level cost analyses for the alternatives including the “do nothing” approach. All supporting charts, graphs, tables and other data will be included in appropriate sections of the report. The entire report will be provided in both hard copies and digital format so that it can be reproduced.

2) Maps of the study area will be created using layers of data compatible with ArcGIS software. Specialized maps that show traffic volumes, number of lanes, and other information will be produced. The final Study Area map and the specialized maps will be provided in both hard copies and digital format so that they can be reproduced. All digital layers of information created in this study will be provided to the Louisville Metro Government in ArcGIS-compatible shape file format. Louisville Metro will provide base ArcGIS/Lojic mapping.

Section II. That Section II, Fees and Compensation, Subsection A, shall be amended in its entirety to read as follows:

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00).**

Section II. That Section III, Duration, Subsection A shall be amended in its entirety to read as follows:

A. This is a professional service contract which shall begin March 1, 2007 and shall continue through and including June 30, 2008.

Section III. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

**IRV MAZE
JEFFERSON COUNTY ATTORNEY**

**BRUCE TRAUGHBER, DIRECTOR
DEPARTMENT FOR ECONOMIC
DEVELOPMENT**

Date: _____

Date: _____

ENTRAN, PLC

By: _____

Title: _____

Date: _____

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____